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6 Attorneys for Plaintiff Landmark American Insurance Company

7  
 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10  
 11 LANDMARK AMERICAN  
 12 INSURANCE COMPANY, an  
 Oklahoma Stock Company,

13 Plaintiff,

14 v.

15 ANGOTTI & REILLY, INC., a  
 16 California Corporation; ALEXANDER  
 17 GROUP LLC, a limited liability  
 company, BLUE RIVER SEAFOOD  
 18 INC., a California Corporation,  
 CHRISTOPHER H. LAM.

19 Defendants.

Case No. CV 10 3687 MEJ

**STIPULATION FOR DISMISSAL  
 AND ORDER THEREON**

**Complaint Filed: August 19, 2010**

20 WHEREAS, plaintiff and counterdefendant Landmark American Insurance  
 21 Company (“Landmark”) and defendant and counterclaimant Angotti & Reilly, Inc.  
 22 (“Angotti & Reilly”) have entered into a Settlement Agreement resolving, among  
 23 other things, all claims and counterclaims between Landmark and Angotti & Reilly  
 24 in this action; and

25 WHEREAS, pursuant to the Settlement Agreement, Landmark and Angotti &  
 26 Reilly have agreed to the dismissal of Landmark’s claims against Angotti & Reilly  
 27 and Angotti & Reilly’s counterclaims against Landmark, in this action, with the  
 28 Court to retain jurisdiction to enforce the terms of the settlement;

1 IT IS HEREBY STIPULATED between Landmark and Angotti & Reilly  
2 pursuant to Fed. R. Civ. P. 41(a)(1)(A) that:

- 3 (1) the Court may enter an Order dismissing with prejudice (a) all claims  
4 asserted against Angotti & Reilly by Landmark in this action and (b) all  
5 counterclaims asserted against Landmark by Angotti & Reilly in this  
6 action;  
7 (2) the Court shall retain jurisdiction over this action to enforce the terms  
8 of the Settlement Agreement; and  
9 (3) Landmark and Angotti & Reilly shall each bear its own  
10 attorneys' fees and costs incurred in connection with this action.


11  
12 DATED: February 4, 2013

McKENNA LONG & ALDRIDGE LLP

13  
14 By:   
15 William L. Marchant  
16 Attorneys for Plaintiff Landmark American  
Insurance Company


17 DATED: Feb. 4, 2013

JONES DAY

18  
19 By:   
20 Daven G. Lowhurst  
21 Brienne Fabela  
22 Attorneys for Defendant Angotti & Reilly, Inc.

23  
24 IT IS SO ORDERED

25 DATED: February 5, 2013

26  
27 By:   
28 Hon. Maria-Elena James  
United States Magistrate Judge

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